

ELECTRONIC LIEN TRANSFER ACCESS AGREEMENT

THIS AGREEMENT is made by and between: _____
(hereinafter "LIENHOLDER"), having a primary address at _____,
and the **State of Utah**, acting by and through the **Utah State Tax Commission**
(**"USTC"**) and the **Division of Motor Vehicles**, hereinafter collectively referred to as
"STATE".

Purpose of agreement:

To provide a means by which the LIENHOLDER will make application to place or release a lien on a motor vehicle title by electronically transmitting data in substitution for conventional paper-based documents and to assure that such motor vehicle lien applications are legally valid and enforceable. The Electronic Lien Transfer, hereinafter "ELiens," is designed to eliminate the printing and issuance of a paper vehicle title to the lending institution while the liens are in effect.

LIENHOLDER Agrees:

This Agreement is subject to and governed by the Driver's Privacy Protection Act (DPPA), specifically, though not limited to, United States Code Title 18 Part I Chapter 123 §2721; Utah Code Ann. §41-1a-116(3); and, Utah Code Ann. §63-2-101, inclusively, as may be amended from time to time.

A declaration by any court, the Utah State Tax Commission, the Division of Motor Vehicles, collectively referred to as the STATE, or any other binding legal source, that any provision of this Agreement is illegal and void shall not affect the legality and enforceability of any other provision of this Agreement, unless the provisions are mutually dependent.

Any other usage not directly stated herein shall be prohibited. Further, notwithstanding the provisions of the DPPA, any information, records, data, etc. obtained through performance of this Agreement shall not be redisclosed for any reason without the prior written consent of the duly authorized representative of the STATE, i.e. the Director of the Division of Motor Vehicles or designee.

STATEMENT OF INTENDED USE

Eliens is designed to perform the following primary functions:

- Process certain title records showing LIENHOLDER as lienholder or other specified party;
- Generate paper title and mail to registered owner shown on MVA record or other party specified by LIENHOLDER when LIENHOLDER has released lien electronically;
- Change lienholder information;
- Permit paper title printing to be sent to a dealer or insurer, upon release of lien

As trusted stewards of the STATE data, LIENHOLDER is committed to managing the data under the terms of this agreement as required by law. The LIENHOLDER will not use and/or disseminate personal information nor create or develop an internal database containing the referred to data, beyond conditions specifically authorized by State or Federal statutes. This commitment includes any and all amendments to current law as well as any duly enacted new State or Federal legislation.

LIENHOLDER agrees to currently be in possession of documentation to fulfill all requirements as defined by STATE prior to conducting an Elien transaction: current title/MSO, odometer statement, VIN verification, title application (TC656A), sales tax, and applicable fees- registration/property tax/age-based.

Any electronic motor vehicle lien application introduced as evidence in any judicial or administrative proceeding shall be as admissible between the parties to the same extent and under the same conditions as any other business record. Neither party shall contest the admissibility of any electronic motor vehicle lien on the basis that that electronic lien was not originated or maintained in documentary form.

Only vehicles titled in the state of Utah will be processed on this system.

ELIEN USAGE

This section of this agreement details the activities and responsibilities of the parties relating to the access and usage of the STATE ELiens.

STATE Agrees:

1. The STATE has contracted with a Service Provider, Utah Interactive, Inc (UII), to develop and administer the ELiens application, maintain any associated software, services, and testing necessary for the LIENHOLDER to transmit and the STATE to receive motor vehicle lien applications. UII will train and provide technical support to ELiens users.
2. Additional costs and fees may be applied. In no event shall the State of Utah be liable for any costs incurred by the LIENHOLDER to participate in this program.
3. The STATE will conduct oversight of the work performed by the LIENHOLDER. STATE employees must be granted access to the LIENHOLDER at any time during normal business hours which is normally Monday through Thursday, between 7:00 am and 6:00 pm, except holidays. Such visits may or may not be scheduled in advance with the LIENHOLDER.
4. The STATE will report problems and errors to the LIENHOLDER. Employees who commit five procedural errors after being notified of a problem during a 30 day period will have their participation reviewed and may be removed from the system access.
5. The STATE may terminate this Agreement at anytime with or without cause and upon receipt of a Notice of Termination the LIENHOLDER will cease any and all activities under the program, and shall terminate any promotion of participation in the program.
6. The STATE may require the LIENHOLDER to utilize different technology to continue participation in the program, e.g. Internet/Web-based transactions.

LIENHOLDER Agrees:

1. The LIENHOLDER will supply the computer hardware to be used to conduct ELiens transactions. Specific hardware specifications may be supplied by the STATE with which the LIENHOLDER must comply. The LIENHOLDER will also supply a high-speed Internet connection to link their workstation to the ELiens application. The LIENHOLDER will maintain the hardware and replace any components when necessary at its own expense.
2. The LIENHOLDER agrees to subscribe to Service Provider contracted by the STATE, Utah Interactive, Inc. (UII), to participate in the ELiens program. LIENHOLDER agrees that any/all of its ELiens users are to successfully

complete system training sponsored by Service Provider UII before participating in the ELiens program.

3. The LIENHOLDER agrees to prepay an amount of money that will be used to pay the applicable fees for its transactions by depositing such funds into an account receivable set up for them by the STATE. The prepayment amounts will be cashiered by the Special Services Section at the Utah State Tax Commission, 210 North 1950 West, Salt Lake City, Utah 84134, a designated DMV office, or by credit card. The LIENHOLDER is responsible for monitoring its account balance to ensure adequate funds to process ELiens transactions.
4. LIENHOLDER agrees that employees must complete training prior to using ELiens. Employees may not under any circumstances reveal their password to anyone. LIENHOLDER employees will not allow any other person to use the ELiens while they are logged in under their user ID. LIENHOLDER employees who reveal their passwords, or allow others to use the system, will have the system access removed and the LIENHOLDER'S participation in the program will be reviewed and possibly terminated.
5. LIENHOLDER agrees to use the ELiens only as instructed during training; deviations will be reported by STATE to LIENHOLDER. LIENHOLDER agrees to make changes to business processes and system use as identified by the STATE, as may be directed by the STATE. LIENHOLDER agrees to use the ELiens only to conduct those transactions previously defined in this Agreement. LIENHOLDER agrees not to use any information contained on the DMV records for any other purpose. LIENHOLDER will not use or disclose any information from DMV records for any purpose other than to conduct the approved transactions.
6. LIENHOLDER agrees that the STATE may require, at no cost to the STATE, the LIENHOLDER to utilize different technology to continue participation in the program.
7. LIENHOLDER will provide a contact person to the STATE who will be responsible to discuss problems, concerns and changes.
8. Disclosure: LIENHOLDER employees shall not browse, look up, add, update, or alter any record, other than the one they are inputting to the ELiens, in any way. LIENHOLDER employees shall not process any transactions for any vehicle of their own, their personal friends, or any family member. Intentional violation of this provision will result in termination from the program. All LIENHOLDER employees who are given an ELiens password shall sign a disclosure agreement.

9. Any publicity of this program, participation in the program, and/or the availability of services performed by the LIENHOLDER under the provisions of this Agreement, including but not limited to, notices, information, pamphlets, press releases, research, reports, signage, and similar public notices prepared by or on behalf of the LIENHOLDER, shall identify the Utah State Tax Commission as sponsoring agency and shall not be released prior to written approval from the Utah State Tax Commission. Failure to comply with this provision may result in termination of the agreement.
10. LIENHOLDER agrees to be in compliance with all taxes due to the STATE. Failure to remit taxes due to the STATE in a timely manner may result in termination of this agreement.

GENERAL PROVISIONS

1. LIENHOLDER shall not use any information provided under the terms of this agreement beyond any purpose not expressed in this agreement without prior written approval of the STATE.
2. LIENHOLDER agrees not to assign this Agreement or any interest therein without the prior written consent of the STATE.
3. LIENHOLDER agrees to furnish, upon request of the STATE, a surety bond executed by a financial institution or surety company licensed to do business in the State of Utah.
4. LIENHOLDER agrees to keep, for a period of five years records identifying each person or entity that accesses information and the permitted purpose for which the information will be used and must make such records available to the STATE upon request. LIENHOLDER is responsible for complete destruction of obsolete documentation upon the satisfaction of the lien.
5. LIENHOLDER agrees that it will, and hereby does, indemnify, defend, and hold the State, its employees and its agents, harmless from and against any and all loss, cost, liability and expense of every kind and nature claimed by a third party which result from or arise out of this Agreement and/or the opt out program; provided, however, the foregoing indemnity shall not apply to the extent of such third party claims results from or arises out of the State's negligent acts or failure to act. The State shall have the right to appoint an attorney to participate in the defense of any such claim at the State's expense, provided that such participation shall not interfere with LIENHOLDER'S right to have sole control of the defense and negotiations for settlement or compromise of such claim.
6. The relationship of the parties created by this Agreement is that of independent contractor and not that of employer/employee, principal/agent, partnership, joint venture or representative of the other. Neither party shall represent to third parties that it is the representative of the other party in any manner or capacity whatsoever.

7. LIENHOLDER may terminate this contract at any time, by advanced written notice.
8. Any issues arising from the actions authorized by this agreement shall be directed to:
DMV Director, 210 N 1950 West. Salt Lake City, UT 84134.

The STATE and LIENHOLDER mutually agree:

1. The terms of this Agreement should be interpreted in accordance with laws of the State of Utah.
2. That the STATE shall not be responsible for omissions or errors in the data accessed or processed.
3. Notwithstanding "MVA USAGE" §13, this Agreement shall remain in effect until the 1st day of June, 2011 or until canceled by the LIENHOLDER upon sixty (60) days prior written notice to the STATE or canceled by the STATE upon written notice.
4. This Agreement may be revised or amended by supplemental written addendum with the mutual consent, in writing, of both parties hereto.
5. The LIENHOLDER shall not sell, transfer, assign, or otherwise dispose of the contract or any portion thereof or any right, title, interest therein without prior written consent of the Utah State Tax Commission. The provision includes reassignment of the contract for change in ownership.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

STATE OF UTAH

BY: _____
Director, Division of Motor Vehicles

DATE: _____

LIENHOLDER

BY: _____

NAME: _____
Print Name

DATE: _____

REQUIRED INFORMATION

Federal ID Number : _____

Required to establish a Pre-Payment Account for DMV Title Fees

Since you already have a Utah.gov account, please complete the following information

to provide E-Liens access to your designated users:

Physical Address Organization Name: _____
 Contact / Admin Name: _____
 Address: _____
 City/State/Zip: _____
 Telephone: _____ Ext: _____ Fax: _____

Billing Address Organization Name: _____
 Contact / Admin Name: _____
 Address: _____
 City/State/Zip: _____
 Telephone: _____ Ext: _____ Fax: _____
 E-Mail Address: _____

Authorized users for your institution:

Please print the name(s) and email address for each individual to be provided with E-Liens access, and then indicate their user access level: Super-user or User.

User: Will have rights to process transactions.

Super-user: Will have rights to process transactions and administrative rights to create and manage E-Liens users within your institution.

Please indicate if each user is listed on your account (if they have a Utah.gov username/password)

Name	Email Address	Utah.gov Account (Yes /No)	User Access Level (Circle level for each user)
1. _____	_____	_____	User Super-user
2. _____	_____	_____	User Super-user
3. _____	_____	_____	User Super-user
4. _____	_____	_____	User Super-user
5. _____	_____	_____	User Super-user
6. _____	_____	_____	User Super-user
7. _____	_____	_____	User Super-user

8.			User	Super-user
9.			User	Super-user
10.			User	Super-user